

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)**

**JESSICA NOLAN
8221 Riding Ridge Place
McLean, VA 22102**

Plaintiff,

vs.

**MCKINSEY AND COMPANY
LONG TERM DISABILITY PLAN**

SERVE:

**Caroline Losi
Senior Benefits Analyst
McKinsey & Company
55 East 52nd Street
New York, NY 10022**

Defendant.

CA # 1:14 cv 754 AJT/TRJ

**COMPLAINT FOR
DISABILITY BENEFITS UNDER ERISA**

JURISDICTION AND VENUE

1. Plaintiff's claims against Defendant are filed pursuant to the provisions of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et. seq.* (herein "ERISA").

2. Plaintiff seeks an Order that clarifies a plan beneficiary's rights to past and future benefits under the terms of an employee welfare plan. Specifically, the Plaintiff seeks: a) a declaration and enforcement of rights under the long-term disability insurance policy at issue

and/or the employee benefit plan (which is an “employee welfare benefit plan” as defined by ERISA), b) a reinstatement of benefits, c) the payment of all back benefits due with pre-judgment and post-judgment interest, d) the enforcement of rights under the long-term disability insurance policy and/or the employee benefits plan, e) the clarification of rights to future benefits under the long-term disability insurance policy and/or the employee benefits plan pursuant to 29 U.S.C. § 1132(a)(1)(B) and (a)(3), and f) an award of attorney's fees and costs.

3. Venue and jurisdiction are proper pursuant to 29 U.S.C. § 1132(f).

PARTIES

4. Defendant McKinsey and Company Long Term Disability Plan, (herein “the Plan”) is an employee welfare benefit plan established under ERISA and sponsored by McKinsey and Company. Defendant is responsible for the actions of each of its fiduciaries and “deemed fiduciaries.”

THE EMPLOYEE WELFARE BENEFIT PLAN

5. At all times relevant Plaintiff was employed by McKinsey and Company and was a plan participant in the Plan established under ERISA.

6. McKinsey and Company is the Plan Administrator.

7. The Plan Administrator has delegated disability claims administration to First Unum Life Insurance Company (“Unum”).

8. McKinsey and Company and Unum are fiduciaries pursuant to 29 U.S.C. § 1133(2) and 29 C.F.R. § 2560.503-1(g) (1999) and/or “deemed fiduciaries” pursuant to 29 U.S.C. § 1002(21)(A) and 29 C.F.R. § 2560.503-1(g)(2) (1999).

9. The Plan is funded by a group long-term disability insurance policy purchased from Unum.

10. Unum is responsible for conducting any ERISA mandated claim evaluation and final review rests with Unum and with no other entity.

11. Unum, upon information and belief, has made all of the decisions regarding Plaintiff’s claim for disability benefits in this case.

HISTORY OF THE CLAIM

12. Plaintiff worked for McKinsey and Company until she became disabled.

13. From June 10, 2000, Plaintiff has met the Plan’s definition of disability.

14. The Plan provides for lost income benefits.

15. Plaintiff timely gave notice of disability and applied for disability benefits under the Plan.

16. From December 7, 2000 to August 6, 2013, the Plan approved Plaintiff’s claim for disability benefits and paid benefits.

17. Since August 6, 2013, Plaintiff has been denied long-term disability benefits by the Plan which has violated the plain language of the Plan; 29 U.S.C. 1133 (Claims procedure); and 29 U.S.C. 1104 (fiduciary duties).

18. Plaintiff has exhausted internal appeal remedies.

19. Plaintiff is entitled to long-term disability benefits under the Plan, including past due benefits; future benefits; pre-judgment interest from August 6, 2013; post-judgment interest and attorneys fees pursuant to ERISA.

20. Plaintiff is entitled to these benefits because the benefits are permitted under the policy; the Plaintiff has satisfied all conditions precedent to be eligible to receive the benefits and Plaintiff has not waived or otherwise relinquished the entitlement to the benefits.


RELIEF SOUGHT

The Plaintiff requests that this Court enter an Order declaring the following:

1. No deference be granted to the decision of the Plan to deny benefits.
2. That the Plaintiff is entitled to long-term disability benefits under the policy.
3. That the Plaintiff is entitled to payment of past long-term disability benefits and reinstatement of monthly benefits under The Plan.
4. That the Plaintiff is entitled to payment of pre- and post-judgment interest.
5. That the Plaintiff is entitled to payment of attorney's fees and costs.

Respectfully submitted,

Jessica Nolan
By Counsel



Benjamin W. Glass, III, VSB #23152
Joseph M. Caballe, VSB # 83710
Benjamin W. Glass, III & Associates, P.C.
3915 Old Lee Highway, Suite 22-B
Fairfax, VA 22030-2432
Tel. 703-591-9829/Fax: 703-783-0686
Ben@BenGlassLaw.com
Counsel for Plaintiff